

EXHIBIT A

CONSENT TO JOIN CLAIM FORM AND RELEASE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

APR 08 2019

RICHARD MARASCO, individually on behalf of
himself and all others similarly situated,

Plaintiff,

-against-

A TO Z LOGISTICS, INC., VICTOR
FINNEGAN, and JOHN DOES 1-25,

Defendants.

Case No. 16-cv-00232(PKC)(JO)

**IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE, SIGN,
POSTMARK, AND SEND THIS CLAIM FORM TO THE SETTLEMENT CLAIMS
ADMINISTRATOR, AT THE ADDRESS SET FORTH BELOW, NO LATER THAN FEBRUARY 25,
2019.**

A TO Z LOGISTICS Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll Free: 866-742-4955

ESTIMATED PAYMENT

Based A to Z Logistics, Inc.'s records, and the settlement formula preliminarily approved by the Court, which is described in the Notice you received with this Claim Form, your estimated settlement payment at this time is **\$4,979.97**. Please note that this is only an estimate. Your actual settlement payment may vary, up or down, depending on several factors. The Settlement Claims Administrator will withhold any applicable withholding and deductions (such as taxes) from the portion of your payment attributable to wages.

INSTRUCTIONS

1. You must read, complete, sign, postmark and mail this Consent to Join Claim Form and Release, along with an IRS 2018 W-4 form, by February 25, 2019 to the Settlement Claims Administrator to be eligible for payment.
2. If you move, you must send the Settlement Claims Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Claims Administrator.

LAST KNOWN CONTACT INFORMATION

11003648689

Please make any necessary corrections below:



Keith Brown



EMPLOYMENT INFORMATION

According to A to Z Logistics, Inc.'s records, you were employed by A to Z Logistics, Inc. as a messenger at some time between January 15, 2010 and November 29, 2018. Your gross earnings from A to Z Logistics, Inc. during this time period were \$13,305.74.

If you believe the above information is incorrect, please notify the Settlement Claims Administrator and submit documentation (such as pay stubs) to support your position by the deadline listed above. In the event of a dispute, Defendants' records will be presumed determinative, but the Parties will evaluate any information and evidence you timely submit to the Settlement Claims Administrator, and then reach a final determination.

TAX TREATMENT

Half of the payment you will receive will be treated as wages subject to deductions for applicable federal and state taxes and withholdings, and for which you will receive a W-2 from A to Z Logistics, Inc.; the other half will be treated as non-wage income and reported on a Form 1099.

RELEASE

If you submit this Consent to Join Claim Form and Release you will release Defendants A to Z Logistics, Inc. and Victor Finnegan in connected with his alleged role at A to Z Logistics, Inc. (collectively, the "Defendants"), and the other Releasees (as defined herein) from:

- Released FLSA Claims: means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities under the Fair Labor Standards Act against Releasees (as defined herein), of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, that accrue or accrued at any time from January 15, 2010 through November 29, 2018, and were asserted in this lawsuit or otherwise arise out of the facts, matters, transactions or occurrences referred to in this lawsuit that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief, including, without limitation, claims for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to reimburse for business expenses (including, but not limited to, "tools of the trade" expenses and derivative minimum wage claims), penalties (including late payment penalties) and premium pay, any related or derivative claims for unpaid costs, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable, declaratory and/or injunctive relief, and any and all such claims against American Expediting Company ("AMEX") that arise from or relate in any way to your employment with Defendants.
- Released Rule 23 Claims: mean any and all claims, obligations, demands, actions, rights, causes of action and liabilities against Releasees (as defined herein), arising under federal, state, or local law, other than claims arising under the FLSA, of whatever kind and nature, character and description, whether known or

unknown, and whether anticipated or unanticipated, that accrued or accrue on any date from January 15, 2010 through November 29, 2018, and were asserted in this lawsuit or otherwise arise out of the facts, matters, transactions or occurrences referred to in this lawsuit that could have been alleged as separate claims, causes of action, lawsuits or other theories of relief, including, without limitation, wage and hour claims under the New York Labor Law, and its regulations and rules, or under any other legal theory, including, but not limited to, common law tort and conversion theories, for claims for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide and/or pay for meal and/or rest periods, failure to timely pay final wages, failure to pay "spread of hours" wages, alleging unlawful imposition, deduction or chargeback from compensation for expenses or costs under applicable state laws, failure to reimburse for business expenses (including, but not limited to, "tools of the trade" expenses and derivative minimum wage claims), failure to furnish accurate wage statements or other notices, premium pay, and penalties (including late payment penalties), any related or derivative claims for unpaid costs, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable, declaratory or injunctive relief, and any and all such claims against AMEX that arise from or relate in any way to your employment with Defendants.

Releasees means the Defendants, and its/their respective present and former affiliates, related entities, divisions, subsidiaries, parents, predecessors, successors, any merged entity or merged entities and/or its or their present and former officers (including, but not limited to, Finnegan), partners, directors, employees, agents, shareholders, investors, insurers or reinsurers, employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), attorneys (including, without limitation, Littler Mendelson, P.C.), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable or alleged to be jointly liable with any of them, including, but not limited to, AMEX and Finnegan in connection with his alleged role at AMEX.

SIGNATURE REQUIRED

If you wish to receive a settlement payment, you must fully complete, sign and submit this Claim Form under penalty of perjury or your claim will be denied. By doing so, you are opting-into this case under the Fair Labor Standards Act, you are acknowledging that your gross earnings as set forth above are true and correct to the best of your knowledge and belief, you are executing a release of the claims discussed above, and you are agreeing to indemnify and hold harmless Defendants for any taxes, penalties, interest or other amounts due or owing on the portion of your settlement payment reported as non-wage income.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF NEW YORK THAT THE FOREGOING IS TRUE AND CORRECT.

Dated: April 4, 2019

Signature

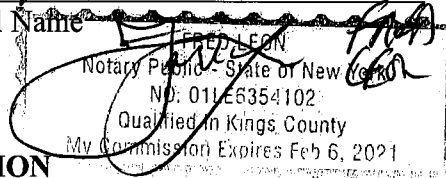
XXX-XX-

Last Four digits of Social Security Number

Telephone Number

Print Full Name

Keith Brown



IMPORTANT CLAIM FORM DELIVERY INFORMATION

Your Consent to Join Claim Form and Release must be sent to the Settlement Claims Administrator via first class United States mail, certified or registered mail, or via a third-party commercial carrier (such as Federal Express). However, if the Settlement Claims Administrator determines that your Claim Form was not received, or was postmarked after February 25, 2019, the sole acceptable proof that you submitted the Claim Form to the Settlement Claims Administrator within the time period allowed shall be the original postmark, an original receipt from the

United States Postal Service evidencing the mailing of such by certified or registered mail, or an original receipt from the third-party commercial carrier showing shipment by that carrier. **Accordingly, you should consider sending this Claim Form to the Settlement Claims Administrator by certified or registered mail, or by third-party commercial carrier.**

REMEMBER, THE COMPLETED CLAIM FORM MUST BE POSTMARKED AND SENT NO LATER THAN FEBRUARY 25, 2019.

11003648689
Keith Brown

